

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

THE ROCKPORT COMPANY, LLC,

Plaintiff,

v.

E.S. ORIGINALS, INC.,

Defendant.

CIVIL ACTION NO. 04-12714-WGY

ANSWER

Defendant, E.S. Originals, Inc., answers the numbered paragraphs of the Complaint as follows:

1. Is without knowledge or information sufficient to form a belief.
2. Admits.
3. Admits.
4. Admits that § 18(a) of the Contract contains the quoted language, but otherwise denies.
5. Admits that in the fall of 2003, ESO notified Rockport that the Contract would be terminated, but otherwise denies.
6. Admits that ESO failed to obtain the percentage of minimum net sales set forth in the contract, but otherwise denies.
7. Denies.
8. See paragraphs 1 through 7 above.
9. Admits.
10. Denies.

11. Denies.
12. See paragraphs 1 through 11 above.
13. Denies.
14. Denies.
15. Denies.

For the above reasons, E.S. Originals, Inc. requests judgment dismissing the Complaint with prejudice, and awarding costs and attorneys fees and such other relief to which E.S. Originals, Inc. is entitled.

Date: January 4, 2005

Respectfully submitted,
E.S. ORIGINALS, INC.
by its attorneys,

/s/ Laura Topper
James J. Foster, Esq. BBO #553285
jfooster@wolfgreenfield.com
Laura Topper, Esq. BBO #652364
ltopper@wolfgreenfield.com
WOLF, GREENFIELD & SACKS, P.C.
600 Atlantic Avenue
Boston, Massachusetts 02210
Tel: (617) 646-8000
Fax: (617) 720-2441